



1 Defendants upon the terms and conditions set forth therein; and the Court having read  
2 and considered the Settlement Documents and the briefing on class certification for  
3 settlement purposes; and,

4 WHEREAS, except where otherwise defined herein, all capitalized terms  
5 contained herein shall have the same meanings as set forth in the Settlement Agreement;

6 NOW, THEREFORE, IT IS HEREBY ORDERED:

7 1. The Court hereby certifies a settlement class, in connection with and solely  
8 for purposes of settlement, defined as follows: Settlement Class means all renters who  
9 were charged one or more Airport Concession Recovery Fee(s) by:

10 (a) Hertz for car rentals from Hertz at either the Reno-Tahoe  
11 International Airport or the Las Vegas McCarran International Airport from October 13,  
12 2003 through September 30, 2009, including renters who were charged one or more  
13 Airport Concession Recovery Fee(s) by Advantage Rent-a-Car for car rentals at the  
14 Reno-Tahoe International Airport from July 1, 2009 through September 30, 2009; or

15 (b) Enterprise for car rentals from Enterprise Rent-A-Car at either the  
16 Reno-Tahoe International Airport or the Las Vegas McCarran International Airport from  
17 June 3, 2004 through September 30, 2009; or

18 (c) Vanguard for car rentals from Vanguard, doing business as Alamo,  
19 at either the Reno-Tahoe International Airport or at the Las Vegas McCarran  
20 International Airport from June 3, 2007 through September 30, 2009; or

21 (d) Vanguard for car rentals from Vanguard, doing business as National,  
22 at either the Reno-Tahoe International Airport or the Las Vegas McCarran International  
23 Airport from June 3, 2007 through September 30, 2009.

24 2. Excluded from the Class are Defendants, any person, firm, trust,  
25 corporation, officer, director or other individual or entity in which Defendants have a  
26 controlling interest or which is related to or affiliated with Defendants, and the legal  
27 representatives, heirs, successors-in-interest or assigns of any such excluded party. Also  
28

1 excluded from the Class are Plaintiffs' Counsel and all judicial officers responsible for  
2 any decisions in this matter.

3 3. The Court finds that, in connection with the settlement, and based on  
4 Plaintiffs' Motion and the briefing on class certification for settlement purposes and all  
5 exhibits thereto:

6 (a) The Settlement Class is so numerous that joinder of all members is  
7 impracticable, satisfying the requirements of Rule 23(a)(1);

8 (b) There are questions of law or fact common to the Settlement Class,  
9 satisfying the requirements of Rule 23(a)(2);

10 (c) The claims of the Plaintiffs are typical for settlement purposes of the  
11 claims of the Settlement Class, satisfying the requirement of Rule 23(a)(3);

12 (d) The Plaintiffs, as representative parties, will fairly and adequately  
13 protect the interests of each member of the Settlement Class, satisfying the requirement  
14 of Rule 23(a)(4);

15 (e) Janet Sobel, Daniel Dugan, Ph.D., Lydia Lee and Mark Singer are  
16 hereby appointed as class representatives of the Settlement Class;

17 (f) The Court hereby appoints the Law Office of David Zlotnick; Berger  
18 & Montague, P.C.; and Robertson & Benevento as Class Counsel, having determined that  
19 the requirements of Rule 23 of the Federal Rules of Civil Procedure are fully satisfied by  
20 their respective appointments;

21 (g) Questions of law and fact common to the members of the Settlement  
22 Class, considered in the context of and in light of the settlement, predominate over  
23 questions affecting only individual members, and a class action is superior to other  
24 methods available for the fair and efficient settlement of the controversy, satisfying the  
25 requirements of Rule 23(b)(3).

26 4. Notice of the pendency of the Litigation and the proposed Settlement shall  
27 be provided to the Settlement Class as specified in the Court's Order Granting  
28 Preliminary Approval of Class Action Settlement, filed herewith. Any Settlement Class

1 member may elect not to be part of the Settlement Class and not to be bound by the  
2 Settlement Agreement, as set forth in the Class Notice.

3 5. The certification of the Settlement Class is contingent on and for the  
4 purposes of settlement only. If the Settlement does not become final for any reason,  
5 Plaintiffs and Defendants shall be restored to their respective positions as if no  
6 settlement agreement had been reached. Moreover, if the Settlement does not become  
7 final for any reason, Defendants shall not have waived any objections they may have or  
8 may have asserted to the certification of any class.

9 IT IS SO ORDERED

10 DATED this 23rd day of November, 2010.

11   
12  
13

14 \_\_\_\_\_  
LARRY R. HICKS  
15 UNITED STATES DISTRICT JUDGE  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28